

FIRST AMENDMENT OF LIMITED LIABILITY COMPANY
OPERATING AGREEMENT OF 180 MARSTUY LLC

This First Amendment of Limited Liability Company Operating Agreement of 180 MARSTUY LLC (the "Company") (together with the schedules attached hereto, this "Amendment") is entered into by EHNY LLC, as the "Developer" and 3 Spec Investors LLC, as the "Investor" (collectively the Developer and the Investor are the "Members").

WHEREAS, the first Operating Agreement of the Company was executed as of June 9, 2015 between the Members (the "Operating Agreement"); and

WHEREAS, the Developer owns a 10% membership interest in the Company and the Investor owns a 90% membership interest in the Company; and

WHEREAS the Manager of the Company was defined as Scott Kushnick; and

WHEREAS, the Members hereby amend ARTICLE 4 of the Company; and

WHEREAS this Amendment shall appoint new managers to the Company; and

WHEREAS Scott Kushnick desires to resign as manager of the Company and sell all of his interest in the Company, if any, to the Members of the Company; and

WHEREAS, the Members of the Company agree to accept Scott Kushnick's resignation as Manager of the Company.

NOW, THEREFORE, for good and valuable consideration acknowledged by the Parties to this Amendment and in consideration of the terms and conditions contained herein to which the Parties have agreed to be legally bound, the Parties hereby stipulate and agree to amend the Operating Agreement of the Company and to make other changes to the Company as follows:

1. Scott Kushnick hereby resigns as Manager of the Company and sells all of his interest in the Company, if any, to the Members of the Company pursuant to their respective membership interest in the Company.

2. The Members of the Company hereby accept Scott Kushnick's resignation as Manager of the Company.

3. The Members of the Company hereby elect Tomer Dafna and Yehuda D. Povarsky as co-Managers of the Company.

4. Notwithstanding anything in the Operating Agreement or this Amendment to the contrary, on December 14, 2017 TIME BEING OF THE ESSENCE, Tomer Dafna shall be terminated as a Manager of the Company and the sole Manager of the Company shall be Yehuda D. Povarsky who may execute all documents as set forth in Article 4 of the Operating Agreement as amended in this Amendment. As of December 15, 2017 TIME BEING OF THE ESSENCE,

Tomer Dafna shall have no further rights with respect to the Company in his individual capacity as Manager of the Company in any manner whatsoever.

5. The Members of the Company hereby approve the sale of 613 Summit Corp., Tzvi Ben-David a/k/a Tzviki Ben-David and Aaron Harow's membership interest in the Company to Bernard M. Cirota in his personal capacity and the resignation of 613 Summit Corp., Tzvi Ben-David a/k/a Tzviki Ben-David and Aaron Harow from any capacity that they have with respect to the Company.

6. 613 Summit Corp. Tzvi Ben-David a/k/a Tzviki Ben-David and Aaron Harow hereby resign from the Company and has sold any and all of their interest in the Company to Bernard M. Cirota in his personal capacity.

7. The Operating Agreement shall remain in full force and effect except for the following amendments:

- a. The term "Escrow Agent" shall be amended and shall now be defined as the Law Offices of Alan J. Waintraub PLLC, 97-17 64th Road, 3rd Floor, Rego Park, New York 11374.
- b. The term Investor Representative and Facilitator shall be amended and shall now be defined as Yehuda D. Povarsky.
- c. The term Manager shall be amended and shall now be defined jointly as Tomer Dafna and Yehuda D. Povarsky who shall act together as Manager.
- d. Article 4.1(a) is hereby amended to designate and appoint Tomer Dafna and Yehuda D. Povarsky as Manager of the Company.
- e. Article 4.1(b) is hereby amended to state that "The Managers, Tomer Dafna and Yehuda D. Povarsky, who must both sign on any such documents, shall have the authority to bind the Company with respect to any matter including but not limited to **the absolute right, regardless of any other clause stated herein, to sell, distribute, release, gift an asset of the Company, to purchase an asset for the Company or to commence lawsuits and other proceedings in any manner whatsoever unilaterally and without a unanimous vote of the Members of the Company.** This is a material term of this Operating Agreement. Notwithstanding anything in this Operating Agreement to the contrary, from the date hereof until December 15, 2017, no actions of only one of the Managers of the Company shall be legally binding. All acts shall be taken with the agreement of both Managers together and any deed or transfer of the property or any mortgaging of any property owned by the Company shall only be done by a resolution executed and notarized by both Managers.
- f. Article 4.1(e) is hereby removed from the Operating Agreement.
- g. Article 4.5 is hereby removed from the Operating Agreement.
- h. Article 4.9 is hereby added to the Operating Agreement as follows: "Notwithstanding anything in this Operating Agreement to the contrary, on December 14, 2017 TIME BEING OF THE ESSENCE, Tomer Dafna shall be terminated as a Manager of the Company and the sole Manager of the Company

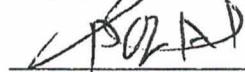
shall be Yehuda D. Povarsky who may execute all documents as set forth in THIS Article 4 as amended in this Amendment. As of December 15, 2017 TIME BEING OF THE ESSENCE, Tomer Dafna shall have no further rights with respect to the Company in his individual capacity as Manager of the Company in any manner whatsoever.

- i. Article 7 is hereby removed from the Operating Agreement in its entirety.
- j. The Operating Agreement shall be revised to state: "Notwithstanding anything in this Operating Agreement to the contrary, the Manager shall not receive compensation for their actions as Manager."
- k. Article 12.12 and 12.15 are hereby removed from the Operating Agreement in its entirety.
- l. Article 14.1 is hereby amended to state that all notices shall be sent to "c/o Law Offices of Alan J. Waintraub PLLC, 97-17 64th Road, 3rd Floor, Rego Park, New York 11374".
- m. The Operating Agreement shall be revised to state that "Tomer Dafna and EHNY LLC shall be personally responsible for paying for any mortgage payments due and owing on any properties owned by the Company."

SIGNATURE PAGE TO FOLLOW

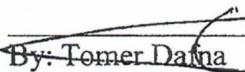
IN WITNESS WHEREOF, the parties hereto have executed this Amendment effective as of the day and year first above written.

3 Spec Investors LLC,



By: Yehuda D. Povarsky
Its: Manager

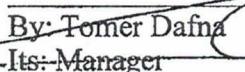
EHNY LLC



By: Tomer Dafna
Its: Member



By: Scott Kushnick
Its: Resigning Manager



By: Tomer Dafna
Its: Manager



By: Yehuda D. Povarsky
Its: Manager

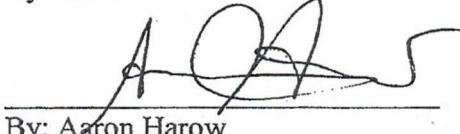
613 Summit Corp., Resigning Member



By: Aaron Harow
Its: Manager



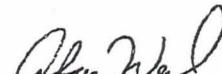
By: Tzviki Ben-David



By: Aaron Harow

STATE OF NEW YORK)
) ss:
COUNTY OF QUEENS)

On June 14, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Yehuda D. Povarsky personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me the he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

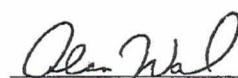


Notary Public

ALAN JAY WAINTRAUB
Notary Public, State of New York
No. 02WA6303423
Qualified in Rockland County
Commission Expires 05/12/18

STATE OF NEW YORK)
) ss:
COUNTY OF QUEENS)

On June 14, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Tomer Dafna personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me the he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



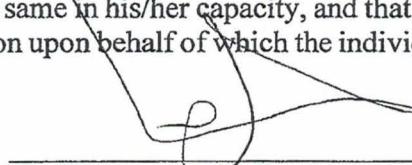
Notary Public

ALAN JAY WAINTRAUB
Notary Public, State of New York
No. 02WA6303423
Qualified in Rockland County
Commission Expires 05/12/18

STATE OF NEW YORK)
) ss:
COUNTY OF Westchester)

February 27 2018

On June 27, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Scott Kushnick personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me the he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

